

THIS CONTRACT WAS PREPARED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THIS WORK. AND IS MADE AND ENTERED INTO BY AND BETWEEN:

Owner:

Electron Hydro, LLC

Contractor:

Walker Rebar

Address:

1800 James Street, Ste 201

Address:

1#340.01" PLSE

Po box 129

Bellingham, WA 98226

Spetionish WA. 98290 Snohmish, WA 98291

Telephone:

(360) 738-9999

Telephone:

425-359-2078

Email:

invoice@electronhydro.com

Email:

twalker@walkerrebar.com

Owner, for full, complete, and faithful performance of this Contract, agrees to pay Contractor for. DESCRIPTION SEE ATTACHMENT 1

Owner does not guarantee any minimum quantity, and Owner reserves the right to buy the same items of work from others. In consideration therefore, Contractor agrees as follows:

To furnish and perform all work as described hereof for the Electron Hydroelectric Facility ('Project') located near Orting, WA, and to be bound by all laws, government regulations, and orders and all terms and conditions of this Contract. Refer to page two of this agreement for Standard Conditions of this Contract.

Retainage will be withheld at <u>0</u>%, until <u>N/A</u> days after completion of work, including receipt of required documentation.

Payment will be made within 30 days of receipt of approved invoice with required documentation.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this agreement, effective the date of the last authorized signature unless otherwise agreed.

OWNER:

By:

Electron Hydro, LLC

603 306 05**3**

WA UBI Number

Ex. 6 Personal Privacy (PP)

<u> Aval, 2020</u>

Federal Tax ID

Date

CONTRACTOR

By:

<u>603-397-67</u> WA UBI Niimhar

<u>Walkerisa</u>s

307 530-00 L&I Account Number

Revised 08/27/2015

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Contractor agrees as follows:

- A. BEFORE COMMENCING WITH WORK the Contractor shall provide Owner with:
 - 1. A Certificate of insurance, which names Owner as an additional insured for this Project stating that the policy is primary and noncontributory with any other insurance maintained by Owner. All policies of insurance shall provide not less than forty-five (45) days advance written notice to Owner of cancellation or material change.
 - 2. Any required submittals.
- B. SAFETY. Contractor must be familiar with and adhere to any and all Electron Hydro Safety Policies and Procedures. Contractor agrees to perform the required job safely and not while under the influence of drugs or alcohol. In the event that Contractor is found performing this job while impaired, Contactor understands that it will be deemed a violation of this contract.
- C. PAY REQUEST:
 - Contractor must provide sufficient detail to substantiate the requested amount.
 - 2. Invoices must be submitted by the 5th day of the month for all work completed in the prior month.
 - 3. Payment will be made to Contractor within 30 days of receipt of approved invoice with required documentation.
- D. BEFORE THE FINAL PAYMENT CAN BE RELEASED the Contractor must provide Owner with:
 - An Unconditional Release of Lien and Claim in an Owner-approved form.
 - Project documents, O&M manuals, and as-built drawings etc. as may be required.
- E. INSURANCE. Contractor shall obtain and keep in force during the term of this Contract comprehensive general liability insurance with dollar limits and coverage not less than the types and amounts of coverage noted below:

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Type of Insurance	Amount	Marian
Workers compensation Employers Liability (WA stop gap) Commercial General Liability	Statutory 1,000,000 1,000,000 2,000,000 2,000,000	Each Accident Disease Policy Limit Disease Each Employee General Aggregate Products & Completed Operations
Automobile liability – Combined Single Limit	1,000,000 1,000,000 1,000,000	Aggregate Personal Injury Each Occurrence Each Accident

F. INDEMNIFICATION.

- Contractor agrees to defend, indemnify, and hold harmless Owner from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with services, performed or to be performed under this Contract by Contractor, its agents or employees, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.
- 2. Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to properly caused by or resulting from the sole negligence of Owner or its agents or employees. Contractor's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner or its agents or employees, and (b) Contractor or its agents or employees shall apply only to the extent of negligence of Contractor or its agents or employees.
- Contractor's duty to indemnify Owner for liabilities or losses other than for bodily injury to persons or damage to property shall apply only to the extent of the fault of Contractor or its agents, employees, subcontractors or suppliers of any tier, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Contractor or its agents, employees, subcontractors or suppliers of any tier. Entitlement to recovery of defense costs shall include all fees (of attorneys and others), costs and expenses incurred in good faith. In addition, Owner shall be entitled to recover compensation for all of its inhouse expenses (including materials and labor) consumed in its defense.
- Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

The undersigned hereby	certify that	this Section	E was	mutually negotiated.	
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Owner initial:	OSSESSION PROCESSION OF THE PR	Contractor	mital: _		100
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ATTACHMENT 1

Walker Service Agreement

Services Provided:

The Owner hereby agrees to engage the Contractor to provide Owner with the following services (the "Services"):

 Rod busting for the Project. Any additional work shall be mutually agreed upon by both parties and added into the Scope of work for the monthly invoices.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Owner. Any additional work shall be mutually agreed upon by both parties and added into the Scope of work for the monthly invoices

Contractor shall provide all safety gear and training including Covid-19 safety gear for Contractor's employees.

Schedule:

Work window shall be April 1st - October 15th

Cost/Rate:

Payments shall be paid in accordance with the agreements Standard Conditions of Contract on page 2 of the Contract.

Rate: Ex. 4 CBI